

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Group Art Unit: 1732

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SEP 26 2006

Gregory A. Homann

Examiner: Suzanne E. McDowell

Serial No.: 10/709,390

Filed: April 30, 2004

For: GAS ASSISTED INJECTION MOLDING WITH FIXED  
VOLUME GAS RESERVOIR AND TEMPERATURE CONTROL

Attorney Docket No.: LC 0149 PUS

I hereby certify that this correspondence is being submitted via facsimile to Examiner Suzanne E. McDowell at (571) 273-8300 on:

4/26/06  
(Date of Deposit)Gregory A. Homann  
(Signature)TERMINAL DISCLAIMERCommissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Lear Corporation (hereinafter "Lear") having its principal place of business at 21557 Telegraph Road, Southfield, Michigan 48034, in the County of Oakland and the State of Michigan, represents that it is the owner of the full (100%) and exclusive right, title, and interest in the above-identified patent application Serial No. 10/709,390 filed on April 30, 2004, for "GAS ASSISTED INJECTION MOLDING WITH FIXED VOLUME GAS RESERVOIR AND TEMPERATURE CONTROL" as evidenced by the records of the United States Patent Office. Lear also represents that it is the 100% owner of patent application Serial No. 10/709,388 which was filed on April 30, 2004.

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Lear hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent application Serial No. 10/709,388. Lear hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on U.S. patent application Serial No. 10/709,388 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Lear does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further

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that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issues thereon.

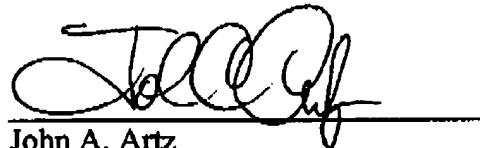
The undersigned is an attorney of record.

The terminal disclaimer fee of \$130.00 pursuant to 37 CFR 1.20(d) is being submitted herewith.

The Commissioner is authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 50-0476.

Respectfully submitted,

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Date: September 26, 2006